

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cardiac Science, Inc.		08/11/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Aristotle Corporation		
Street Address:	96 Cummings Point Road		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2074376	CPR PROMPT	
Registration Number:	1398334	CPR PROMPT	
Registration Number:	2397492	CPR PROMPT	
CORRESPONDENCE DATA			
Fax Number:	(414)225-9753		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4142259755		
Email:	asm@boylefred.com		
Correspondent Name:	Andrew S. McConnell		
Address Line 1:	250 East Wisconsin Avenue		
Address Line 2:	Suite 1030		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Andrew S. McConnell		
Signature:	/Andrew S. McConnell/		

CH \$90.00 2074376

Date:

01/04/2005

Total Attachments: 3

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**Assignment of Servicemarks
And Trademarks**

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of the 11th day of August, 2004, by Cardiac Science, Inc., a Delaware corporation with its principal place of business at 1900 Main Street, Suite 700, Irvine, California 92614 ("Assignor"), to The Aristotle Corporation, a Delaware corporation with its principal place of business at 96 Cummings Point Road, Stamford, Connecticut 06902 ("Assignee").

RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of August 11, 2004, (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Agreement. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the Purchase Price, the receipt and sufficiency of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and

enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of California without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

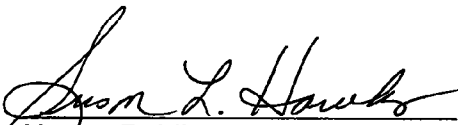
CARDIAC SCIENCE, INC.

By: 
Name: Roderick de Greef
Title: Chief Financial Officer

State of California)
) ss.:
County of Orange)

On this 11 day of August, 2004, before me, Susan L. Hawks, Notary Public, personally appeared Roderick de Greef, Chief Financial Officer of Cardiac Science, Inc., personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness by hand and official seal.


Notary Public



{00064020.DOC /}

SCHEDULE A

Registered Servicemarks and Trademarks

<u>Servicemark or Trademark</u>	<u>U.S. or Canadian Registration Number</u>	<u>Registration Date</u>
CPR Prompt	2074376	6/24/97
CPR Prompt	TMA 512,823	7/14/99
CPR Prompt	1398334	6/24/86
CPR Prompt	2397492	10/24/00

Unregistered Servicemarks and Trademarks

Pending Servicemark or Trademark Applications

Servicemark or Trademark	Application Number	Application Date
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Trade Names

Trade Name / Ohio	Document Number	Expiration Date
CPR Prompt	200308303444	3/24/08